

ROSEMARY MURPHY * IN THE
1404 Bonnett Place, Apt. F * CIRCUIT COURT
Bel Air, Maryland 21015

Plaintiff * FOR

vs. * HARFORD COUNTY

STAPLES, INC. * Case No.: C-12-CV-22-000368
669 Bel Air Road
Bel Air, Maryland 21014

SERVE ON: *

Resident Agent/Staples, Inc.
500 Staples Drive
Framingham, MA 01702 *

Defendant *

COMPLAINT AND DEMAND FOR JURY TRIAL

Rosemary Murphy, Plaintiff, by her attorney, Brian Bennett,
sues the Defendant, Staples, Inc., and respectfully states as
follows:

PREAMBLE

1. Rosemary Murphy is a resident of Harford County, Maryland.

2. Staples, Inc. is a company doing business in Harford County, Maryland, specifically at 669 Bel Air Road, Bel Air, Maryland 21014.

3. This action involves an incident occurring on premises operated and controlled by the Defendant, Staples, Inc., which was being used by the Defendant for the purpose of conducting business as a retail store.

4. The premises operated and controlled by the Defendant, Staples, Inc., are located in Harford County, Maryland.

specifically, 669 Bel Air Road, Bel Air, Maryland 21014.

STATEMENT OF FACTS

5. The incident, which is the subject matter of this action, occurred on the premises known as 669 Bel Air Road, Bel Air, Maryland 21014.

6. On or about October 22, 2021, the Plaintiff, Rosemary Murphy, was at the Defendant's store to mail a package and, after making her purchase, was in the process of leaving the store when she was caused to trip and fall over as a result of a solid piece of plastic extending from beneath a shelf and into the walkway. After the incident, the Plaintiff was told by one of Defendant's employees that he had placed that same piece of plastic under the shelf for storage but must not have placed it far enough to get it away from foot traffic.

7. As a result of her fall, the Plaintiff was caused to sustain severe personal injury.

8. At all times relevant hereto, the referenced "employee" was an employee and/or agent and/or servant of the Defendant's and acting within and during the course of his agency and/or employment.

9. Upon information and belief, the Defendant, Staples, Inc. was responsible for the care and maintenance of the premises located at 669 Bel Air Road, Bel Air, Maryland 21014, including the maintenance and care of its aisles and walkway areas and the training of its employees and/or agents and/or servants, i.e. the referenced "employee", to look out for the safety of its customers

and to refrain from knowingly placing its customers at risk for harm, i.e. the piece of plastic at issue, which it knew to be defective and/or broken, and/or to avoid causing personal injury.

10. At the time of the incident, the Plaintiff, Rosemary Murphy, was a business invitee of the Defendant and was properly upon its premises.

11. Prior to the incident, the Plaintiff had entered the Defendant's premises for a business purpose, prior to when this incident occurred.

12. The Plaintiff, Rosemary Murphy, has suffered damages as a result of the Defendant's negligence and/or inaction.

13. Plaintiff's damages include but are not limited to the loss of income, the loss of future earning capacity, grief, mental anguish, emotional distress, loss of quality of life, and other losses.

STATEMENT OF NEGLIGENCE

14. The accident was caused by the recklessness, carelessness and negligence of the Defendant, Staples, Inc., and its agents, servants and/or employees.

15. At all times relevant hereto, the Defendant, Staples, Inc., provided for the use of its customers and invitees, including the Plaintiff, the premises described and had exclusive control and management of said premises, including the area and equipment at issue.

16. The Defendant, Staples, Inc., had a legal duty to keep its premises in a reasonably safe condition for use by its

customers and invitees, including the Plaintiff, and to exercise reasonable care to discover, correct or warn customers and invitees, including Plaintiff, of any danger, hazards or defective conditions existing upon said premises.

17. The Defendant, Staples, Inc., were negligent in that it:

- a. Allowed a dangerous condition to exist on the premises used by customers and invitees, including the Plaintiff;
- b. Failed to warn Plaintiff of the dangerous condition;
- c. Failed to exercise reasonable care to discover and correct said dangerous condition existing upon the premises;
- d. Allowed its employee(s), agent(s) and/or servant(s), i.e. the referenced "employee" to engage in active negligence without proper supervision or assistance;
- e. Is responsible for the negligent acts of its employee(s), agent(s) and/or servant(s), i.e. the referenced "hair stylist", that caused the Plaintiff severe personal injury; and
- f. In other respects operated, managed and controlled the premises in a careless, dangerous and negligent manner under the circumstances then and there existing.

18. That the Defendant, Staples, Inc., knew or should have known of said dangerous, hazardous and defective condition existing within or on its aisles and walkways, as well as of its employee(s), agent(s) and/or servant(s), i.e. the referenced "employee", and failed to act within a reasonable time thereafter to correct said dangerous condition.

COUNT I
(Negligence-Premises)

Plaintiff, Rosemary Murphy, realleges, reaffirms and incorporates by reference the hereinabove allegations of fact and sues the Defendant, Staples, Inc., and states:

19. As a direct and proximate result of the negligence and carelessness of the Defendant, the Plaintiff, Rosemary Murphy:

a. Suffered serious, painful and possibly permanent bodily injuries, great physical pain and mental anguish, severe and substantial emotional distress and loss of the capacity for the enjoyment of life;

b. Was, is and will be required to undergo medical treatment and to incur medical costs and expenses in order to alleviate her injuries, pain and suffering;

c. Was and is precluded from engaging in her normal activities and pursuits;

d. Suffered lost wages;

e. And otherwise was hurt, injured and caused to sustain losses.

20. All of the Plaintiff's losses were are and will be due solely and by reason of the recklessness, carelessness and negligence of the Defendant.

21. None of the Plaintiff's losses were due to any negligence or want of due care on her part contributing to them.

WHEREFORE, the Plaintiff, Rosemary Murphy, sues the Defendant, Staples, Inc., and demands in excess of Seventy Five Thousand Dollars (\$**75,000.00**, plus) damages.



Brian Bennett

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Baltimore, Maryland 21220
(410) 687-4700; (410) 687-4744 (fax)
Bar ID: 198712010044
Email: brianbennett1962@comcast.net
Attorney for Plaintiff

DEMAND FOR JURY TRIAL

The Plaintiff demands a jury trial in this action.



Brian Bennett

IN THE CIRCUIT COURT FOR _____

(City or County)

CIVIL – NON-DOMESTIC CASE INFORMATION SHEET**DIRECTIONS**

Plaintiff: This Information Report must be completed and attached to the complaint filed with the Clerk of Court unless your case is exempted from the requirement by the Chief Judge of the Court of Appeals pursuant to Rule 2-111(a).

Defendant: You must file an Information Report as required by Rule 2-323(h).

THIS INFORMATION REPORT CANNOT BE ACCEPTED AS A PLEADING

C-12-CV-22-000368

FORM FILED BY: PLAINTIFF DEFENDANT**CASE NUMBER**

(Clerk to insert)

CASE NAME: Rosemary Murphy

vs. Staples, INC

PARTY'S NAME: Rosemary Murphy Plaintiff

Defendant

PHONE: _____

PARTY'S ADDRESS: 1404 Bonnett Place, Apt.F Bel Air, MD. 21014

PARTY'S E-MAIL: _____

If represented by an attorney:

PARTY'S ATTORNEY'S NAME: Brian Bennett

PHONE: 410-687-4700

PARTY'S ATTORNEY'S ADDRESS: 2211 Eastern Blvd. Baltimore, MD. 21220

PARTY'S ATTORNEY'S E-MAIL: Brianbennett1962@comcast.com

JURY DEMAND? Yes No**RELATED CASE PENDING?** Yes No If yes, Case #(s), if known: _____**ANTICIPATED LENGTH OF TRIAL?:** _____ hours 2 _____ days**PLEADING TYPE****New Case:** Original Administrative Appeal Appeal**Existing Case:** Post-Judgment Amendment*If filing in an existing case, skip Case Category/ Subcategory section – go to Relief section.***IF NEW CASE: CASE CATEGORY/SUBCATEGORY (Check one box.)****TORTS**

- Asbestos
- Assault and Battery
- Business and Commercial
- Conspiracy
- Conversion
- Defamation
- False Arrest/Imprisonment
- Fraud
- Lead Paint – DOB of Youngest Plt: _____
- Loss of Consortium
- Malicious Prosecution
- Malpractice-Medical
- Malpractice-Professional
- Misrepresentation
- Motor Tort
- Negligence
- Nuisance
- Premises Liability
- Product Liability
- Specific Performance
- Toxic Tort
- Trespass
- Wrongful Death

CONTRACT

- Asbestos
- Breach
- Business and Commercial
- Confessed Judgment (Cont'd)
- Construction
- Debt
- Fraud

PROPERTY

- Government
- Insurance
- Product Liability
- Adverse Possession
- Breach of Lease
- Detinue
- Distress/Distrain
- Ejectment
- Forcible Entry/Detainer
- Foreclosure
- Commercial
- Residential
- Currency or Vehicle
- Deed of Trust
- Land Installments
- Lien
- Mortgage
- Right of Redemption
- Statement Condo
- Forfeiture of Property / Personal Item
- Fraudulent Conveyance
- Landlord-Tenant
- Lis Pendens
- Mechanic's Lien
- Ownership
- Partition/Sale in Lieu
- Quiet Title
- Rent Escrow
- Return of Seized Property
- Right of Redemption
- Tenant Holding Over

PUBLIC LAW

- Attorney Grievance
- Bond Forfeiture Remission
- Civil Rights
- County/Mncpl Code/Ord
- Election Law
- Eminent Domain/Condemn.
- Environment
- Error Coram Nobis
- Habeas Corpus
- Mandamus
- Prisoner Rights
- Public Info. Act Records
- Quarantine/Isolation
- Writ of Certiorari

EMPLOYMENT

- ADA
- Conspiracy
- EEO/HR
- FLSA
- FMLA
- Worker's Compensation
- Wrongful Termination

INDEPENDENT PROCEEDINGS

- Assumption of Jurisdiction
- Authorized Sale
- Attorney Appointment
- Body Attachment Issuance
- Commission Issuance

Constructive Trust

- Contempt
- Deposition Notice
- Dist Ct Mtn Appeal
- Financial
- Grand Jury/Petit Jury
- Miscellaneous
- Perpetuate

Testimony/Evidence

- Prod. of Documents Req.
- Receivership
- Sentence Transfer
- Set Aside Deed
- Special Adm. – Atty
- Subpoena Issue/Quash
- Trust Established
- Trustee Substitution/Removal
- Witness Appearance-Compel

PEACE ORDER

- Peace Order

EQUITY

- Declaratory Judgment
- Equitable Relief
- Injunctive Relief
- Mandamus

OTHER

- Accounting
- Friendly Suit
- Grantor in Possession
- Maryland Insurance Administration
- Miscellaneous
- Specific Transaction
- Structured Settlements

IF NEW OR EXISTING CASE: RELIEF (Check All that Apply)			
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- | | | | |
|--|---|---|--|
| <input type="checkbox"/> Abatement | <input type="checkbox"/> Earnings Withholding | <input type="checkbox"/> Judgment-Default | <input type="checkbox"/> Reinstatement of Employment |
| <input type="checkbox"/> Administrative Action | <input type="checkbox"/> Enrollment | <input type="checkbox"/> Judgment-Interest | <input type="checkbox"/> Return of Property |
| <input type="checkbox"/> Appointment of Receiver | <input type="checkbox"/> Expungement | <input type="checkbox"/> Judgment-Summary | <input type="checkbox"/> Sale of Property |
| <input type="checkbox"/> Arbitration | <input type="checkbox"/> Financial Exploitation | <input type="checkbox"/> Liability | <input type="checkbox"/> Specific Performance |
| <input type="checkbox"/> Asset Determination | <input type="checkbox"/> Findings of Fact | <input type="checkbox"/> Oral Examination | <input type="checkbox"/> Writ-Error Coram Nobis |
| <input type="checkbox"/> Attachment b/f Judgment | <input type="checkbox"/> Foreclosure | <input type="checkbox"/> Order | <input type="checkbox"/> Writ-Execution |
| <input type="checkbox"/> Cease & Desist Order | <input type="checkbox"/> Injunction | <input type="checkbox"/> Ownership of Property | <input type="checkbox"/> Writ-Garnish Property |
| <input type="checkbox"/> Condemn Bldg | <input type="checkbox"/> Judgment-Affidavit | <input type="checkbox"/> Partition of Property | <input type="checkbox"/> Writ-Garnish Wages |
| <input type="checkbox"/> Contempt | <input type="checkbox"/> Judgment-Attorney Fees | <input type="checkbox"/> Peace Order | <input type="checkbox"/> Writ-Habeas Corpus |
| <input type="checkbox"/> Court Costs/Fees | <input type="checkbox"/> Judgment-Coffessed | <input type="checkbox"/> Possession | <input type="checkbox"/> Writ-Mandamus |
| <input type="checkbox"/> Damages-Compensatory | <input type="checkbox"/> Judgment-Consent | <input type="checkbox"/> Production of Records | <input type="checkbox"/> Writ-Possession |
| <input type="checkbox"/> Damages-Punitive | <input type="checkbox"/> Judgment-Declaratory | <input type="checkbox"/> Quarantine/Isolation Order | |

If you indicated **Liability** above, mark one of the following. This information is not an admission and may not be used for any purpose other than Track Assignment.

- Liability is conceded. Liability is not conceded, but is not seriously in dispute. Liability is seriously in dispute.

MONETARY DAMAGES (Do not include Attorney's Fees, Interest, or Court Costs)			
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- | | | | |
|---|--|--|---|
| <input type="checkbox"/> Under \$10,000 | <input type="checkbox"/> \$10,000 - \$30,000 | <input type="checkbox"/> \$30,000 - \$100,000 | <input type="checkbox"/> Over \$100,000 |
| <input type="checkbox"/> Medical Bills \$ _____ | <input type="checkbox"/> Wage Loss \$ _____ | <input type="checkbox"/> Property Damages \$ _____ | |

ALTERNATIVE DISPUTE RESOLUTION INFORMATION			
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Is this case appropriate for referral to an ADR process under Md. Rule 17-101? (Check all that apply)

- | | | | | | |
|----------------|------------------------------|--|--------------------------|------------------------------|--|
| A. Mediation | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | C. Settlement Conference | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| B. Arbitration | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | D. Neutral Evaluation | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |

SPECIAL REQUIREMENTS			
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- | |
|--|
| <input type="checkbox"/> If a Spoken Language Interpreter is needed, check here and attach form CC-DC-041 |
| <input type="checkbox"/> If you require an accommodation for a disability under the Americans with Disabilities Act, check here and attach form CC-DC-049 |

ESTIMATED LENGTH OF TRIAL			
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With the exception of Baltimore County and Baltimore City, please fill in the estimated **LENGTH OF TRIAL**.

(Case will be tracked accordingly)

- | | |
|--|---|
| <input type="checkbox"/> 1/2 day of trial or less | <input type="checkbox"/> 3 days of trial time |
| <input type="checkbox"/> 1 day of trial time | <input type="checkbox"/> More than 3 days of trial time |
| <input checked="" type="checkbox"/> 2 days of trial time | |

BUSINESS AND TECHNOLOGY CASE MANAGEMENT PROGRAM			
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For all jurisdictions, if Business and Technology track designation under Md. Rule 16-308 is requested, attach a duplicate copy of complaint and check one of the tracks below.

- | | |
|--|--|
| <input type="checkbox"/> Expedited - Trial within 7 months of Defendant's response | <input type="checkbox"/> Standard - Trial within 18 months of Defendant's response |
|--|--|

EMERGENCY RELIEF REQUESTED

**COMPLEX SCIENCE AND/OR TECHNOLOGICAL CASE
MANAGEMENT PROGRAM (ASTAR)**

FOR PURPOSES OF POSSIBLE SPECIAL ASSIGNMENT TO ASTAR RESOURCES JUDGES under Md. Rule 16-302, attach a duplicate copy of complaint and check whether assignment to an ASTAR is requested.

- | | |
|---|---|
| <input type="checkbox"/> Expedited - Trial within 7 months of Defendant's response | <input type="checkbox"/> Standard - Trial within 18 months of Defendant's response |
|---|---|

**IF YOU ARE FILING YOUR COMPLAINT IN BALTIMORE CITY, OR BALTIMORE COUNTY,
PLEASE FILL OUT THE APPROPRIATE BOX BELOW.**

CIRCUIT COURT FOR BALTIMORE CITY (CHECK ONLY ONE)

- | | |
|--|---|
| <input type="checkbox"/> Expedited | Trial 60 to 120 days from notice. Non-jury matters. |
| <input type="checkbox"/> Civil-Short | Trial 210 days from first answer. |
| <input type="checkbox"/> Civil-Standard | Trial 360 days from first answer. |
| <input type="checkbox"/> Custom | Scheduling order entered by individual judge. |
| <input type="checkbox"/> Asbestos | Special scheduling order. |
| <input type="checkbox"/> Lead Paint | Fill in: Birth Date of youngest plaintiff _____. |
| <input type="checkbox"/> Tax Sale Foreclosures | Special scheduling order. |
| <input type="checkbox"/> Mortgage Foreclosures | No scheduling order. |

CIRCUIT COURT FOR BALTIMORE COUNTY

- | | |
|---|---|
| <input type="checkbox"/> Expedited
(Trial Date-90 days) | Attachment Before Judgment, Declaratory Judgment (Simple),
Administrative Appeals, District Court Appeals and Jury Trial Prayers,
Guardianship, Injunction, Mandamus. |
| <input type="checkbox"/> Standard
(Trial Date-240 days) | Condemnation, Confessed Judgments (Vacated), Contract, Employment Related Cases, Fraud and Misrepresentation, International Tort, Motor Tort, Other Personal Injury, Workers' Compensation Cases. |
| <input type="checkbox"/> Extended Standard
(Trial Date-345 days) | Asbestos, Lender Liability, Professional Malpractice, Serious Motor Tort or Personal Injury Cases (medical expenses and wage loss of \$100,000, expert and out-of-state witnesses (parties), and trial of five or more days), State Insolvency. |
| <input type="checkbox"/> Complex
(Trial Date-450 days) | Class Actions, Designated Toxic Tort, Major Construction Contracts, Major Product Liabilities, Other Complex Cases. |

6/2/2022

Date



Attorney Number

2211 Eastern Blvd.

Address

Signature of Counsel / Party

Printed Name

Baltimore
CityMD
State21221
Zip Code